

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 51	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER AG-1484-S-14-0001	
						6. SOLICITATION ISSUE DATE 10/28/2013	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME MARTINA MARSHALL		b. TELEPHONE NUMBER (No collect calls) (603) 536-6210		8. OFFER DUE DATE/LOCAL TIME 11/19/2013 1500 ET	
9. ISSUED BY USDA FOREST SERVICE WHITE MOUNTAIN NATIONAL FOREST 71 WHITE MOUNTAIN DRIVE CAMPTON NH 03223				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: NAICS: 561730 SIZE STANDARD: \$7.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO WMNF SACO RANGER DISTRICT 33 KANCAMAGUS HIGHWAY CONWAY NH 03818		16. ADMINISTERED BY USDA FOREST SERVICE WHITE MOUNTAIN NATIONAL FOREST 71 WHITE MOUNTAIN DRIVE CAMPTON NH 03223		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		19. TELEPHONE NO.			
CODE		CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Unless otherwise specified herein, the Contractor shall furnish all labor, materials, supplies, tools, equipment, supervision, transportation, except those supplies listed as Government Furnished Property (GFP), to perform task of Snowplowing and Sand Removal at the Saco Ranger District, 33 Kancamagus Highway, Conway, NH 03818 Base Period is approximately on or about December 1, 2013 through April 30, 2014. There is one option year for: Approximately on or (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				MARTINA L. MARSHALL			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	about December 1, 2014 through April 30, 2015. Period of Performance: 12/01/2013 to 04/30/2015				
001	Snowplowing site driveways and parking lots. Job quantity is estimated. Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT	25	JC		
002	Only by COR request--Spring removal of sand from asphalt pavement and legal disposal off FS site after snow has melted. Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT	1	JC		
003	OPTION YEAR 1 PRICING---December 1, 2014 through April 30, 2015 (enter % increase in price for option year) See contractor notes for more information on Option year pricing. Snowplowing site driveways and parking lots. Job quantity is estimated. Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT	25	JC		
004	OPTION YEAR 1 PRICING---December 1, 2014 through Continued ...	1	JC		

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>April 30, 2015 (enter % increase in price for option year)</p> <p>Only by COR request--Spring removal of sand from asphalt pavement and legal disposal off FS site after snow has melted. See contractor notes for more information on Option year pricing.</p> <p>Product/Service Code: S218 Product/Service Description: HOUSEKEEPING- SNOW REMOVAL/SALT "THIS CONTRACT IS CONDITIONED UPON THE PASSAGE OF AN APPROPRIATION BY CONGRESS FROM WHICH EXPENDITURES THEREUNDER MAY BE MADE AND SHALL NOT OBLIGATE THE UNITED STATES UPON FAILURE OF CONGRESS TO APPROPRIATE"</p> <p>Federal Acquisition Regulation (48 CFR Chapter 1) Clauses 52.212-4 Contract Terms and Conditions - Commercial Items (July 2013) 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (Aug 2013)</p> <p>The Contracting Officer's Representative (COR) will be designated after contract award.</p> <p>THE ATTACHED US DEPARTMENT OF LABOR WAGE DETERMINATION APPLIES TO THIS SERVICE ORDER AND IS PART OF THIS PURCHASE ORDER</p>				

Contractor Notes:

- 1) Contractor shall submit their offer which includes the completed, signed, Standard Form 1449 pages 1 through 3), the Experience Questionnaire on pages 41 and 42 and contractor must also submit pages 25 through 39 offerors representations and certifications-commercial items of this document with your offer and a copy of your companies Green Plan.
- 2) Contractor must be registered in www.sam.gov in order to submit an offer on this project. Obtaining a duns number and registering in SAM is free.
- 3) Firm Fixed Pricing must be submitted for all items to be considered for award (including all option items and all option years). Award will be made to one contractor.
- 4) There is a pre-bid meeting scheduled for November 7, 2013 at 9am ET at the job site point of contact is Bill Dietz (603) 447-5448 ext 105.
- 5) Option Year Pricing – assume the same schedule of items as the base year. Indicated the percentage increase you want to apply to your prices for each option year. The percentage indicated will be applied to each line item on the schedule for each option year. (ie: if your base year price for item 1 is \$500 per job and you've indicated your first year increase would be 5%, then your first year price for that item would be \$525 (\$500 x 1.05) per job.
- 6) Faxed offers will not be accepted

Continuation of SF1449

Block 27: The full text of a clause or provision may be accessed electronically at <http://farsite.hill.af.mil/>

DEFINITIONS – TECHNICAL

ACCEPTABLE QUALITY LEVEL (AQL). The maximum allowable deviation from acceptable performance that may occur before the Government will invoke payment deduction. An AQL does not allow a contractor knowingly to offer defective services, but limits reduced payment to circumstances in which defective performance results in a measurable reduction in the value of services rendered.

APPLICANT: An individual applying for a PIV Card/credential. The Applicant may be a current or prospective Federal hire, a Federal employee, or a contractor.

CLAIMANT: A party whose identity is to be verified using an authentication protocol

CONTRACT DISCREPANCY REPORT (CDR). – A formal, written documentation of Contractor nonconformance or lack of performance for contract work.

CONTRACTING OFFICER REPRESENTATIVE (COTR) – Representative of the Contracting Officer who performs quality assurance evaluations of the Contractor's performance.

CONTRACTING OFFICER (CO) – A person with the authority to enter into, administer, and/or terminate contract and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

CONTRACTOR – The term as used herein refers to both the prime Contractor and any subcontractor. The Contractor shall be responsible for insuring that his/her subcontractors comply with all provisions of this contract.

CONTRACTOR REPRESENTATIVE. A foreman, superintendent, or manager assigned to be responsible for the execution of work under this contract.

DEFECTIVE SERVICE: A unit of service which contains one or more defects, or nonconformance with specified requirements.

FIPS PUB 201-1 The Federal Information Processing Standards Publication Series of the National Institute of Standards and Technology (NIST) is the official series of publications relating to standards and guidelines adopted and promulgated under the provisions of the Federal Information Security Management Act (FISMA) of 2002.

This standard specifies the architecture and technical requirements for a common identification standard for Federal employees and contractors. The overall goal is to achieve appropriate security assurance for multiple applications by efficiently verifying the claimed identity of individuals seeking physical access to Federally controlled government facilities and electronic access to government information systems. <http://csrc.nist.gov/publications/fips/fips201-1/FIPS-201-1-chng1.pdf>

GOVERNMENT INSPECTOR: A Government person responsible for surveillance of contractor performance.

PERFORMANCE REQUIREMENTS SUMMARY (PRS): Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the contractor.

QUALITY ASSURANCE. Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS).

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP): An organized written document used for quality assurance surveillance. The document contains specific methods the Government will use to perform surveillance of the contractor.

QUALITY CONTROL: Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

RANDOM SAMPLING: A sampling method in which each service output in a unit has an equal chance of being selected.

MATERIAL SAFETY DATA SHEETS (MSDS): Information that accompanies chemicals in the workplace. MSDS includes details such as the risks, precautions, and first aid procedures associated with the chemical.

STATEMENT OF OBJECTIVES (SOO) – Government – prepared document incorporated into the solicitation that states the overall performance objectives.

SPECIFICATIONS**PURPOSE AND SCOPE OF CONTRACT**

This solicitation is to provide Snowplowing, Sand Removal and Snow Removal on the White Mountain National Forest, Saco Ranger District, 33 Kancamagus Highway, Conway, NH 03818

The Contractor shall furnish all labor, materials, supplies, tools, equipment, supervision, transportation, except those supplies listed as Government furnished property (GFP), and incidentals to perform task of Snowplowing, Sand Removal and Snow Removal.

PERIOD OF PERFORMANCE

THE CONTRACTOR WILL COMMENCE SNOWPLOWING SERVICES AND RELATED WORK **APPROXIMATELY ON OR ABOUT** December 1, 2013 as needed THRU April 30, 2014 for the base year. **APPROXIMATELY ON OR ABOUT** December 1, 2014 as needed THRU April 30, 2015 for the option year.

DESCRIPTION AND LOCATION

The Saco Ranger District is located at 33 Kancamagus Highway, Conway, NH 03818

See Page 40 for the vicinity map(s).

PREWORK CONFERENCE

Prior to the start of work, a meeting may be scheduled by the Contracting Officer's Representative to be attended by the Contractor, The Contracting Officer, the Contracting Officer's Technical Representative, (COTR) and other Forest Service Personnel who may be involved in the administration of this contract. The meeting will be held at a time and place mutually agreeable to the Contractor and Contracting Officer. The purpose of this meeting is to thoroughly discuss the schedule of work, and work performance requirements, contract terms, and to familiarize both parties with the responsibilities of each under the terms of this contract.

GENERAL

Description of Work - The Contractor shall provide Snowplowing, Sand Removal services for the location referenced above. Some of these services are **ONLY INITIATED AT THE REQUEST OF THE COTR.**
The Forest Service is doing its own sanding

SCHEDULING WORK

The Saco Ranger District, 33 Kancamagus Highway, Conway, NH 03818-6019 shall be plowed each and every day, including Saturday's, Sunday's and Holiday's (except as notified by the COR) as indicated below.

5:00 AM – 6:00 PM (Considered one job)

When 1.5 inches or more snow falls at the site, the Contractor will provide adequate snow plowing to effectively keep the parking lots and drives clear.

An early morning storm shall be plowed by 7:00 AM to allow Forest Service employees access to the site.

A pass by 3:00 PM to allow Forest Service employees to egress from the site.

Final cleanup of the whole site shall be done prior to 6:00 PM (most employee vehicles should be gone by 4:30 PM).

6:00 PM – 5:00 AM (Considered one job)

Any accumulation in excess of 4 inches in the travel ways shall be plowed to allow emergency access to the site.

BUILDING INFORMATION

Building Name: Saco Ranger District

Location: 33 Kancamagus Highway, Conway, NH 03818-

Number of Stories: one

Population: 12-30

Official working hours: 8:00 a.m. to 4:30 p.m. (year round)

SPRING SAND REMOVAL

On request of COTR, removal of sand from asphalt pavement and legally disposed off site after snow has melted

CONTRACTOR REPRESENTATIVE

The contractor shall provide a contract representative for the performance of the work. The name of this person and an alternate, who shall act for the contractor when the contractor is absent, shall be designated in writing to the contracting officer. The contractors' representative or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contractor representative and alternate(s) must be able to read, write, speak, and understand English.

TECHNICAL SPECIFICATIONS**CONTRACTOR-FURNISHED EQUIPMENT, MATERIALS AND SERVICES**

Contractor shall furnish all labor, materials, supplies, tools, equipment, supervision & transportation, except those supplies listed as Government Furnished Property (GFP) and incidentals necessary to perform task of Snowplowing and Sand Removal services in accordance with the terms, conditions and specifications herein. All equipment, supplies and materials shall be of a type and quality that conform to the applicable Federal Specifications and standards and, to the extent feasible and reasonable, include the exclusive use of biobased products. All supplies, materials, and equipment to be used in the performance of work described herein are subject to the approval of the COTR.

The contractor shall not use any materials, chemicals, or compounds which the COTR determines would be unsuitable for the intended purpose or harmful to the surfaces to which applied.

All equipment shall be in full accordance with any Local, State, County, and Federal Regulations.

All equipment used in the performance of this contract shall be in good condition meeting OSHA requirements.

SAFETY

Contractors are subject to all applicable State and Federal OSHA rules and regulations.

The contractor shall insure that vehicle operation drivers must be commercially licensed by the appropriate state to operate vehicles used in the performance of this contract on Federal, State, and local highway systems

The contractor shall comply with Federal drug-free workplace and work force requirements IAW the Federal Acquisition Regulations.

PLOWING SPECIFICATIONS

Snow shall be plowed in such a manner as not to block or obstruct walkways, garage stall/doors, fire hydrants, dumpster, restrooms, kiosks, fee tubes, trash containers and equipment buildings. If snow is plowed in such a

way as to block these areas the contractor shall be called to correct the problem at no additional charge to the Government. If the problem is not corrected within 12 hours, the Government may call another contractor to correct the problem and deduct the cost from the Contractors Payment. Failure to correct any deficiencies may be cause for Default.

CONDUCT OF PERSONNEL

The Contractor and his employees shall make every effort to prevent interference with Forest Service employees normal access to the site by 7:00AM, and again by 4:30 P.M. to allow Forest Service employees egress from the site.

Due to the nature of the duties under the contract, the Contractor and his employees shall keep themselves and equipment presentable at all times. The Contracting Officer may, in writing, require the Contractor to remove from the work site any employee the Contracting Officer or his representative deems incompetent, careless, discourteous to the public, or is otherwise objectionable.

RESOURCE DAMAGE

Any damage that occurs to government property or land resources during the Contractor's operations shall be repaired at the Contractor's expense to its original condition. Onsite inspection will be made by the COTR prior to the acceptance of work.

The contractor shall comply with all Federal, State, and local environmental laws, and USDA policies and regulations to include but not limited to Resource Conservation and Recovery Act (RCRA), Safe Water Drinking Act (SWDA), the Clean Air Act (CAA), and Federal Facilities Compliance Act (FFCA).

GOVERNMENT OBSERVATIONS

The COTR shall be responsible for continuous observations of the contractor's performance under this contract. All observations on incomplete or defective performance, or safety and health standards violated shall be recorded. Written notices issued by the CO shall require the contractor to reply, in writing, to the CO within five workdays after receipt, explaining reasons for existing conditions, the corrective action and procedures taken to prevent recurrence.

SURVEILLANCE

COTR will relay any complaints from Forest Service personnel and pass them to the contractor for correction. The Government COTR shall be responsible for continuous observations of the contractor's performance under this contract. All observations on incomplete or defective performance, or safety and health standards violated shall be recorded. Written notices issued by the CO shall require the contractor to reply, in writing, to the CO within five workdays after receipt, explaining reasons for existing conditions, the corrective action and procedures taken to prevent recurrence.

QUALITY ASSURANCE STANDARDS

Customer complaints shall not exceed three (3) complaints in one billing cycle (month) for each performance objective. The COTR shall notify the contracting officer for appropriate action if any of the above performance objectives exceed the limitations cited in the below performance thresholds.

QUALITY ASSURANCE PROCEDURES

Any Forest Service employee that observes unacceptable service either incomplete or not performed, for any of the above performance objectives should immediately contact the COTR and the COTR will complete appropriate documentation to record the complaint. The COTR will consider the customer complaint valid

upon receipt from the customer. The COTR should inform the customer of the approximate time the unacceptable performance will be corrected and advise the customer to contact the COTR if not corrected. The COTR will consider customer complaints as resolved unless notified otherwise by the customer.

QUALITY CONTROL PLAN

The Contractor shall institute a complete quality-control program to ensure that the requirements of this contract are provided, as specified. The overall goal of the program should be to identify and correct any problems that may exist before they are identified by or reported to the COTR and/or the building-management staff. The program shall be submitted to COTR prior to the start of work for approval and as a minimum, shall include:

- ☒ An **INSPECTION SYSTEM** covering all the services required with a **comprehensive checklist** to be used to inspect contract performance during scheduled and unscheduled inspections, and the name(s) of the individuals who will be performing the inspections.
- ☒ A **SYSTEM** for identifying and correcting deficiencies and/or a pattern of deficiencies in the quality or quantity of services provided before the level of performance becomes unacceptable and/or Government inspectors point out the deficiencies.
- ☒ A **FILE** of all inspections conducted by the Contractor and corrective actions taken. This should include follow-up inspections to ensure that corrective action was appropriate, complete, and timely. This documentation shall be organized in a logical manner, kept current, and made available to the COTR and the Contracting Officer during the term of the contract.

BIOBASED PRODUCTS

All supplies and materials used in this contract and not provided by the government shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased products.

The Contractor shall utilize products and material made from biobased materials (e.g., biobased cleaners, biobased degreasers, floor wax, etc.) to the maximum extent possible without jeopardizing the intended end use or detracting from the overall quality delivered to the end user. For the biobased content products evaluation, all non-chemical products proposed for use under this contract must conform to the Department of Agriculture (USDA) Designated Biobased Products List (DBPL) whenever practicable. Contractors should provide data for their biobased solvents and cleaners to document biobased content, and source of biobased material (i.e. particular crop or livestock). Any material which the COTR suspects does not meet Federal specifications or standards shall be tested at the Contractor's expense by an independent testing laboratory qualified to perform such tests as are required. A copy of the laboratory report giving the results of the test and a sample of each product, if requested, shall be submitted to the COTR. These products shall meet the requirements established by applicable Federal specifications and standards or be considered unacceptable for use.

Biobased products include the following:

- ☒ de-icers
- ☒ bio-trans hydraulic tractor fluid
- ☒ bio-two-cycle engine oil
- ☒ bio-bar and chain oil
- ☒ bio-grease

- ☒ bio-penetrating lubricant
- ☒ bio-diesel fuel conditioners
- ☒ .bio-fuels

GOVERNMENT-FURNISHED PROPERTY AND SERVICES

No Government property will be provided.

MISCELLANEOUS REQUIREMENTS

The Contractor shall perform the following in conjunction with regular contract specifications on a daily basis:

- ☒ Report fires and hazardous conditions either in person, by phone, or by note, depending on severity.
- ☒ Turn in items found to the COTR.
- ☒ Check all gates to be sure they are secure before leaving site during closed hours. Report any unusual traffic in parking lots or roadways to the COTR.
- ☒ The Contractor shall perform their services to provide for the safety and protection of building personnel and property against injury, loss and/or damage from any preventable cause, including, but not limited to: fire, theft, espionage, and sabotage.
- ☒ Protect Government property, buildings, against unauthorized access, loss, or damage.
- ☒ Prepare reports of accidents and fires and submit to the COTR; maintain and make available all records in connection with protection activities.
- ☒ In the event of emergency or unusual occurrences adversely affecting the interest of the Government, summon appropriate assistance, such as the fire and/or police department, and immediately thereafter notify the COTR.
- ☒ Monitor observance of "Rules and Regulations Governing Public Buildings and Grounds," which are posted in the building. Problems in this regard should be reported to the COTR.

PERFORMANCE REQUIREMENT SUMMARY

Service Requirements	Performance Standard	Method of Assessment	1.1 Incentive/Deduction
Items 01-02			
<u>PLOW SNOW</u>	100% plowing and/or shoveling of snow.	100% initial visual inspection	Incentives If work is acceptable, contractor will be paid at the prices indicated in the schedule.
<u>REMOVAL OF SAND BUILD UP</u>	As requested by COTR 100% removal of all sand build up	100% initial visual inspection	Deductions After work has been re-worked once. The Government shall have the right to have the work redone and charge the contractor(s) actual charges for having the work re-done including inspection and Contract Administration. Anytime the performance of services falls below the AQL, a deduction for services that cannot be re-performed will be made based on the level of service provided for that month. If the performance AQL is 95% for a particular deliverable item and that item is missed or the acceptable performance level drops below the AQL, the amount due for that pay item will be deducted to the appropriate level of acceptable performance for service provided for that month.

PERFORMANCE REQUIREMENTS STANDARDS:

Performance requirement standards are described in the Performance Requirements Summary Table above for the required work. The Contractor is expected to ensure services are provided or performed to the appropriate standards through the Contractor's Quality Control Plan. Except as stated in the summary tables, services required by this contract are generally of such a nature that nonconforming or incomplete performance disclosed by Government inspection is not subject to correction by re-performance or late performance, and will result in a deduction being made to the contract price for the month.

INSPECTION/ACCEPTANCE PROCEDURE

Inspection of the said areas to determine the acceptability of the workmanship will be made by the Government and any deficiencies encountered will be called to the attention of the Contractor. Correction of all deficiencies will be made prior to re-inspection and acceptance of work by the Government in conformance with the work standards. (FAR clause 52.212-4)

Any Forest Service employee that observes unacceptable service either incomplete or not performed, for any of the above performance objectives should immediately contact the COTR and the COTR will complete appropriate documentation to record the complaint. The COTR will consider the customer complaint valid upon receipt from the customer. The COTR should inform the customer of the approximate time the unacceptable performance will be corrected, and advise the customer to contact the COTR if not corrected. The COTR will consider customer complaints as resolved unless notified otherwise by the customer

PAYMENT

Payment will be made for each Item Number upon inspected and accepted.

Payment will be made monthly for work meeting or exceeding the AQL completed and accepted by the Government covering the previous month's service. Upon acceptance, the Government will pay monthly the appropriate amount determined by the occurrence of the services as stated in the Schedule of Items.

INSTRUCTIONS TO OFFERORS FOR GUIDANCE FOR INVOICE PROCESSING REQUIREMENTS.

Payments shall be made on a calendar month (30 day) basis in arrears. Upon receipt of the Contractor's itemized invoice, a Receiving Report will be initiated by the COTR and an acceptance date entered on the Report. Payments will be made 30 calendar days from the acceptance date or 30 days after a properly executed invoice, in accordance with the Prompt Payment Act.

Invoices shall be sent to the:

USDA Forest Service,
White Mountain National Forest
71 White Mountain Drive
Campton, NH 03223.
Attn: Martina Marschall

GUIDANCE FOR INVOICE PROCESSING

In accordance with **Prompt Payment clauses, contractors are to submit proper invoices to the COTR.** If the invoice does not contain the information required, the **COTR shall return it to the contractor within seven days after receipt, with the reasons why it is not a proper invoice.** The billing office shall not "hold" or "pen and ink" the invoice in an attempt to correct it. The contractor must correct and resubmit the invoice to the COR. A proper invoice includes:

- Name and address of the Contractor – Company Letterhead
- Invoice date and invoice number
- Forest Service Contract/order number
- Description, quantity, unit of measure, unit price, and extended price
- Shipping and payment terms (unless mutually agreed that this information is only required in the contract)
- Remit to address
- Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice
- Taxpayer Identification Number (TIN) or D-U-N-S+4 (optional but highly recommended)

SAMPLE INVOICE for SAMPLE PURPOSES ONLY

Prepared on Company Letterhead

INVOICE

Date _____

BILL TO:
 USDA FOREST SERVICE
 White Mountain National Forest
 Saco Ranger District
 33 Kancamagus Highway
 Conway, NH 03818-

Invoice No's _____
 SHIP TO:
 USDA FOREST SERVICE
 White Mountain National Forest Saco RD

 33 Kancamagus Highway
 Conway, NH 03818

PURCHASE ORDER NUMBER

AG-1484-P-14-XXXX

Description	Quantity	Unit Issue	Cost Each	Total Cost
Snow plowingServices	1	Job	\$ 150.00	\$150.00
Sand Removal	1	Job	100.00	\$100.00

TOTAL AMOUNT DUE \$ \$250.00

PLEASE MAKE PAYMENT TO:

Your Company
 5 Strawberry Hill Street
 P.O. Box 000
 Your Town , NH 03001-1000

TIN 02 222 333 "A"
 DUNS 444 555 666

Contact Person:

John Doe, Owner
 5 Strawberry Hill Street
 P.O. Box 000
 our Town , NH 03001-1000
 jdoe@e-mail.net
 (603) 777 - 8888

Y

***** Insert correct, NAME, Address, Contact Person, E-Mail Address, Telephone Number, Taxpayer Identification Number (TIN) and Duns number. Do not forget the Purchase order number, date and invoice number

CONTRACT CLAUSES

FAR 52.204-7 System for Award Management (JUL 2013)

FAR 52.204-13 System for Award Management Maintenance (JUL 2013)

FAR 52.212-4 Contract Terms and Conditions--Commercial Items (JUL 2013)

FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items (SEP 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
___ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).
- (2) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) ([41 U.S.C. 253g](#) and [10 U.S.C. 2402](#)).
- ___ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).
- ___ (3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- ___ (5) [52.204-11](#), American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ☒ (6) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) ([31 U.S.C. 6101 note](#)).
- ___ (7) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) ([41 U.S.C. 2313](#)).

___ (8) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).

___ (10) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

___ (11) [Reserved]

___ (12)(i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2011) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13)(i) [52.219-7](#), Notice of Partial Small Business Set-Aside (June 2003) ([15 U.S.C. 644](#)).

___ (ii) Alternate I (Oct 1995) of [52.219-7](#).

___ (iii) Alternate II (Mar 2004) of [52.219-7](#).

___ (14) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#)) and (3)).

___ (15)(i) [52.219-9](#), Small Business Subcontracting Plan (Jul 2013) ([15 U.S.C. 637\(d\)\(4\)](#)).

___ (ii) Alternate I (Oct 2001) of [52.219-9](#).

___ (iii) Alternate II (Oct 2001) of [52.219-9](#).

___ (iv) Alternate III (Jul 2010) of [52.219-9](#).

___ (16) [52.219-13](#), Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).

___ (17) [52.219-14](#), Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).

___ (18) [52.219-16](#), Liquidated Damages—Subcon-tracting Plan (Jan 1999) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

___ (19)(i) [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) ([10 U.S.C. 2323](#)) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of [52.219-23](#).

___ (20) [52.219-25](#), Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (21) [52.219-26](#), Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and [10 U.S.C. 2323](#)).

___ (22) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).

___ (23) [52.219-28](#), Post Award Small Business Program Rerepresentation (Jul 2013) ([15 U.S.C. 632\(a\)\(2\)](#)).

___ (24) [52.219-29](#), Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) ([15 U.S.C. 637\(m\)](#)).

— (25) [52.219-30](#), Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) ([15 U.S.C. 637\(m\)](#)).

X (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).

— (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

X (28) [52.222-21](#), Prohibition of Segregated Facilities (Feb 1999).

X (29) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010)([38 U.S.C. 4212](#)).

X (31) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

X (32) [52.222-37](#), Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

— (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

— (34) [52.222-54](#), Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

— (35)(i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

— (36) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (Dec 2007) ([42 U.S.C. 8259b](#)).

— (37)(i) [52.223-16](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

— (ii) Alternate I (Dec 2007) of [52.223-16](#).

X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

X (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).

— (40)(i) [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

— (ii) Alternate I (Mar 2012) of [52.225-3](#).

— (iii) Alternate II (Mar 2012) of [52.225-3](#).

— (iv) Alternate III (Nov 2012) of [52.225-3](#).

— (41) [52.225-5](#), Trade Agreements (Sept 2013) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (42) [52.225-13](#), Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (43) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

___ (44) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).

___ (45) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).

___ (46) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

___ (47) [52.232-30](#), Installment Payments for Commercial Items (Oct 1995) ([41 U.S.C. 255\(f\)](#), [10 U.S.C. 2307\(f\)](#)).

X (48) [52.232-33](#), Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (49) [52.232-34](#), Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (50) [52.232-36](#), Payment by Third Party (Jul 2013) ([31 U.S.C. 3332](#)).

___ (51) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

___ (52)(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

___ (ii) Alternate I (Apr 2003) of [52.247-64](#).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

X (1) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

X (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (May 1989) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) ([29 U.S.C. 206](#) and [41 U.S.C. 351](#), *et seq.*).

___ (5) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

___ (6) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

___ (7) [52.222-17](#), Nondisplacement of Qualified Workers (Jan 2013) (E.O.13495).

___ (8) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) [52.237-11](#), Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

____ Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(xii) [52.222-54](#), Employment Eligibility Verification (Jul 2012).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (Feb 2000). As prescribed in [12.301\(b\)\(4\)\(i\)](#), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

Alternate II (Jul 2012). As prescribed in [12.301\(b\)\(4\)\(ii\)](#), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 ([5 U.S.C. App.](#)), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(B) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) [52.219-8](#), Utilization of Small Business Concerns (Jul 2013) ([15 U.S.C. 637\(d\)\(2\) and \(3\)](#)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(D) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(E) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(F) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(G) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(H) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(I) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).

(J) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(K) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) ([41 U.S.C. 351](#), *et seq.*).

(L) [52.222-54](#), Employment Eligibility Verification (Jul 2012).

(M) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(N) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

52.217-8 -- Option to Extend Services.**Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor by November

(End of Clause)

52.232-18 -- Availability of Funds Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.232-19 -- Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30, 2014. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2014, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

AGAR 452.209-71 ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE APPLICANTS ALT 1 (DEVIATION 2012-01) (FEB 2012)

(a) This award is subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by accepting this award the contractor acknowledges that it –

(1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and

(2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment of the awardee, or such officer or agent, based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government.

(b) If the awardee fails to comply with these provisions, the Forest Service may terminate this contract for default and may recover any funds the awardee has received in violation of sections 433 or 434.

POST AWARD CONFERENCE (AGAR 452.215.73)

(NOV 1996)

A post award conference with the successful offeror may be required. It will be scheduled and held within 15 days after the date of contract award, or as mutually agreed upon between the offeror and the Forest Service. The conference will be held at a location to be determined upon award

CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

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SOLICITATION PROVISIONS**FAR 52.212-1 Instructions to Offerors—Commercial Items (JUL 2013)****FAR 52.212-2 Evaluation – Commercial Items (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Evaluation Factors (of equal importance) and when combined are equally important to price:

- **Past Performance**
- **Past Experience on Similar Projects**
- **Capacity to Preforming Work**
 - Available Equipment
 - Available Qualified Personnel\
- **Green Plan:**

A listing of any bio-preferred, recycled content, environmentally friendly, products that you plan to use in the performance of this contract. An example of websites that contain information on available products are www.biopreferred.gov and <http://www.epa.gov/epawaste/conservation/tools/cpg/factsheets.htm>. Some products you might consider using from these sites are erosion control products, fertilizer, signs, traffic barricades, concrete, etc. You may also list products you use in your office and field operations such as toner cartridges, trash bags, paper, hydraulic fluids, etc.

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2013)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation”, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at [26 U.S.C. 7874](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It o is, o is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It o is, o is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(11) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:
Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) o Have, o have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (*Executive Order 13126*). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent*.

- o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code [25 U.S.C. 7874](#).

(2) *Representation.* By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

Alternate I (Apr 2011). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

Alternate II (Jan 2012). As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

AGAR 452.209-70 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION ALT 1 (DEVIATION 2012-01) (FEB 2012)

(a.) Awards made under this solicitation are subject to the provisions contained in the Consolidated Appropriations Act, 2012 (P.L. No. 112-74), Division E, Sections 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. To comply with these provisions, all offerors must complete paragraph (1) of this representation, and all corporate offerors also must complete paragraphs (2) and (3) of this representation.

(b) The Offeror represents that –

- (1) The Offeror is ☐ , is not ☐ (*check one*) an entity that has filed articles of incorporation in one of the fifty states, the District of Columbia, or the various territories of the United States including American Samoa, Federated States of Micronesia, Guam, Midway Islands, Northern Mariana Islands, Puerto Rico, Republic of Palau, Republic of the Marshall Islands, U.S. Virgin Islands. (Note that this includes both for-profit and non-profit organizations.)

If the Offeror checked “is” above, the Offeror must complete paragraphs (2) and (3) of the representation. If Offeror checked “is not” above, Offeror may leave the remainder of the representation blank.

- (2) (i) The Offeror has ☐ , has not ☐ (*check one*) been convicted of a felony criminal violation under Federal or State law in the 24 months preceding the date of offer.
- (ii) Offeror has ☐ , has not ☐ (*check one*) had any officer or agent of Offeror convicted of a felony criminal violation for actions taken on behalf of Offeror under Federal law in the 24 months preceding the date of offer.
- (3) The Offeror does ☐ , does not ☐ (*check one*) have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Vicinity Map: Saco Ranger District, 33 Kancamagus Highway, Conway, NH 03818-6019



EXPERIENCE QUESTIONNAIRE

EXPERIENCE QUESTIONNAIRE Instructions: Complete by inserting information or Xing box, as indicated. If extra space is needed to complete an item, use the remarks block (indicate item number in remarks block) .		1. Contractor Name, Address, and Telephone Number DUNS Number:	
2. Submitted to (Office Name & Address) – Attn: Martina Marschall White Mountain National Forest 71 White Mountain Drive Campton, NH 03223 RE: Solicitation #AG 1484 S 14 0001	3. Business <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-profit Organization	4. How many years do you or your firm have in the line of work contemplated by this solicitation? _____ Years	
5. How many years experience in contracting have you or your business had as a (a) prime contractor _____ and/or (b) sub-contractor _____ for same/similar services.			
6. List below the similar projects your business has completed within the last three years (continue on separate sheet if necessary):			
Contract Amount	Type of Project	Date Completed	Name, Address, and Telephone No. of Owner/Person to Contract for Project Information
7a. Have you ever failed to complete any work awarded to you? _____ Yes _____ No 7b. Has work ever been completed by performance bond? _____ Yes _____ No 7c. If "Yes" to either item 8a or 8b specify location(s) and reason(s) why (continue on separate sheet if necessary): _____ _____ _____			

9. Organization and work that will be available for this project:

a. (1) Minimum number of employees:_____ and a (2) Maximum number of employees:_____

b. Are employees regularly on your payroll? ____ Yes ____ No

c. **Specify equipment available for this contract**

e. Describe your Technical Approach to this project including how you intend to accomplish the work, quality control, safety, use of bio-based products, etc.

Use a separate sheet of paper if necessary.

10. List below the experience of the individuals that will be working on this project:

Individual's Name	Present Position	Years of Exp in This/ Similar Position.	Magnitude and Type of Work

CERTIFICATION

I certify that all of the statements made by me are complete and correct to the best of my knowledge and that any persons named as references are authorized to furnish the Forest Service with any information needed to verify my capability to perform this project.

12a. Certifying Official's Name and Title

12b. Signature (Sign in Ink)

13. Date

WD 05-2339 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2339
Revision No.: 15
Date Of Revision: 06/19/2013

This wage determination applies to the entire state of NEW HAMPSHIRE Excluding the cities and towns in ROCKINGHAM county listed below:

ROCKINGHAM County: Atkinson, Brentwood, Danville, Derry, East Kingston, Hampstead, Kingston, Newton, Plaistow, Salem, Sandown, Seabrook, and Windham

See WD 2005-2257 for other cities and towns that are included.

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.21
01012 - Accounting Clerk II		14.82
01013 - Accounting Clerk III		16.58
01020 - Administrative Assistant		19.72
01040 - Court Reporter		16.02
01051 - Data Entry Operator I		12.04
01052 - Data Entry Operator II		13.14
01060 - Dispatcher, Motor Vehicle		18.10
01070 - Document Preparation Clerk		14.12
01090 - Duplicating Machine Operator		14.12
01111 - General Clerk I		11.84
01112 - General Clerk II		12.92
01113 - General Clerk III		14.50
01120 - Housing Referral Assistant		17.87
01141 - Messenger Courier		11.87
01191 - Order Clerk I		12.93
01192 - Order Clerk II		14.11
01261 - Personnel Assistant (Employment) I		13.89
01262 - Personnel Assistant (Employment) II		15.54
01263 - Personnel Assistant (Employment) III		17.33
01270 - Production Control Clerk		20.97
01280 - Receptionist		12.46
01290 - Rental Clerk		12.86
01300 - Scheduler, Maintenance		14.32
01311 - Secretary I		14.32
01312 - Secretary II		16.02
01313 - Secretary III		17.87
01320 - Service Order Dispatcher		18.47
01410 - Supply Technician		19.87
01420 - Survey Worker		13.97
01531 - Travel Clerk I		13.79
01532 - Travel Clerk II		14.92
01533 - Travel Clerk III		16.08
01611 - Word Processor I		12.80
01612 - Word Processor II		14.37
01613 - Word Processor III		16.07
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		19.30
05010 - Automotive Electrician		18.69
05040 - Automotive Glass Installer		17.79

05070 - Automotive Worker	17.72
05110 - Mobile Equipment Servicer	15.80
05130 - Motor Equipment Metal Mechanic	19.63
05160 - Motor Equipment Metal Worker	17.72
05190 - Motor Vehicle Mechanic	19.30
05220 - Motor Vehicle Mechanic Helper	14.90
05250 - Motor Vehicle Upholstery Worker	16.77
05280 - Motor Vehicle Wrecker	17.72
05310 - Painter, Automotive	20.31
05340 - Radiator Repair Specialist	17.72
05370 - Tire Repairer	12.26
05400 - Transmission Repair Specialist	19.63
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.19
07041 - Cook I	12.31
07042 - Cook II	14.29
07070 - Dishwasher	9.00
07130 - Food Service Worker	9.42
07210 - Meat Cutter	16.52
07260 - Waiter/Waitress	9.53
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.62
09040 - Furniture Handler	11.63
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	13.15
09110 - Furniture Repairer, Minor	14.81
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.70
11060 - Elevator Operator	11.70
11090 - Gardener	15.64
11122 - Housekeeping Aide	12.07
11150 - Janitor	12.07
11210 - Laborer, Grounds Maintenance	13.10
11240 - Maid or Houseman	10.21
11260 - Pruner	12.25
11270 - Tractor Operator	14.78
11330 - Trail Maintenance Worker	13.10
11360 - Window Cleaner	12.91
12000 - Health Occupations	
12010 - Ambulance Driver	16.19
12011 - Breath Alcohol Technician	18.20
12012 - Certified Occupational Therapist Assistant	20.82
12015 - Certified Physical Therapist Assistant	20.93
12020 - Dental Assistant	19.41
12025 - Dental Hygienist	34.59
12030 - EKG Technician	25.01
12035 - Electroneurodiagnostic Technologist	25.01
12040 - Emergency Medical Technician	16.80
12071 - Licensed Practical Nurse I	16.84
12072 - Licensed Practical Nurse II	18.84
12073 - Licensed Practical Nurse III	21.01
12100 - Medical Assistant	14.60
12130 - Medical Laboratory Technician	19.22
12160 - Medical Record Clerk	13.47
12190 - Medical Record Technician	15.07
12195 - Medical Transcriptionist	16.30
12210 - Nuclear Medicine Technologist	33.89
12221 - Nursing Assistant I	10.91
12222 - Nursing Assistant II	12.27
12223 - Nursing Assistant III	13.39
12224 - Nursing Assistant IV	15.03
12235 - Optical Dispenser	17.60
12236 - Optical Technician	15.46
12250 - Pharmacy Technician	13.84

12280 - Phlebotomist	15.03
12305 - Radiologic Technologist	26.78
12311 - Registered Nurse I	23.67
12312 - Registered Nurse II	28.95
12313 - Registered Nurse II, Specialist	28.95
12314 - Registered Nurse III	35.02
12315 - Registered Nurse III, Anesthetist	35.02
12316 - Registered Nurse IV	41.97
12317 - Scheduler (Drug and Alcohol Testing)	22.55
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.49
13012 - Exhibits Specialist II	20.40
13013 - Exhibits Specialist III	24.95
13041 - Illustrator I	16.46
13042 - Illustrator II	20.40
13043 - Illustrator III	24.95
13047 - Librarian	22.58
13050 - Library Aide/Clerk	11.01
13054 - Library Information Technology Systems Administrator	20.40
13058 - Library Technician	14.22
13061 - Media Specialist I	14.71
13062 - Media Specialist II	16.46
13063 - Media Specialist III	18.36
13071 - Photographer I	14.38
13072 - Photographer II	16.08
13073 - Photographer III	19.92
13074 - Photographer IV	24.37
13075 - Photographer V	29.49
13110 - Video Teleconference Technician	18.04
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.60
14042 - Computer Operator II	18.57
14043 - Computer Operator III	20.71
14044 - Computer Operator IV	23.00
14045 - Computer Operator V	25.48
14071 - Computer Programmer I	(see 1) 20.16
14072 - Computer Programmer II	(see 1) 24.47
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.60
14160 - Personal Computer Support Technician	23.03
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.98
15020 - Aircrew Training Devices Instructor (Rated)	38.33
15030 - Air Crew Training Devices Instructor (Pilot)	45.94
15050 - Computer Based Training Specialist / Instructor	31.98
15060 - Educational Technologist	28.31
15070 - Flight Instructor (Pilot)	45.94
15080 - Graphic Artist	21.11
15090 - Technical Instructor	20.43
15095 - Technical Instructor/Course Developer	24.99
15110 - Test Proctor	16.48
15120 - Tutor	16.48
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.71
16030 - Counter Attendant	10.71
16040 - Dry Cleaner	14.24
16070 - Finisher, Flatwork, Machine	10.71
16090 - Presser, Hand	10.71
16110 - Presser, Machine, Drycleaning	10.71
16130 - Presser, Machine, Shirts	10.71

16160 - Presser, Machine, Wearing Apparel, Laundry	10.71
16190 - Sewing Machine Operator	15.10
16220 - Tailor	15.78
16250 - Washer, Machine	11.92
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.20
19040 - Tool And Die Maker	21.75
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.68
21030 - Material Coordinator	20.97
21040 - Material Expediter	20.97
21050 - Material Handling Laborer	12.62
21071 - Order Filler	12.73
21080 - Production Line Worker (Food Processing)	14.68
21110 - Shipping Packer	14.26
21130 - Shipping/Receiving Clerk	14.26
21140 - Store Worker I	13.78
21150 - Stock Clerk	16.77
21210 - Tools And Parts Attendant	14.68
21410 - Warehouse Specialist	14.68
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.94
23021 - Aircraft Mechanic I	23.78
23022 - Aircraft Mechanic II	24.94
23023 - Aircraft Mechanic III	26.06
23040 - Aircraft Mechanic Helper	17.05
23050 - Aircraft, Painter	20.77
23060 - Aircraft Servicer	19.21
23080 - Aircraft Worker	20.31
23110 - Appliance Mechanic	20.23
23120 - Bicycle Repairer	12.26
23125 - Cable Splicer	28.05
23130 - Carpenter, Maintenance	19.95
23140 - Carpet Layer	18.11
23160 - Electrician, Maintenance	22.43
23181 - Electronics Technician Maintenance I	21.55
23182 - Electronics Technician Maintenance II	23.50
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	18.48
23290 - Fire Alarm System Mechanic	21.13
23310 - Fire Extinguisher Repairer	17.45
23311 - Fuel Distribution System Mechanic	19.10
23312 - Fuel Distribution System Operator	17.00
23370 - General Maintenance Worker	17.53
23380 - Ground Support Equipment Mechanic	23.78
23381 - Ground Support Equipment Servicer	19.21
23382 - Ground Support Equipment Worker	20.31
23391 - Gunsmith I	17.45
23392 - Gunsmith II	19.54
23393 - Gunsmith III	21.71
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.15
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.18
23430 - Heavy Equipment Mechanic	20.41
23440 - Heavy Equipment Operator	19.48
23460 - Instrument Mechanic	22.13
23465 - Laboratory/Shelter Mechanic	20.65
23470 - Laborer	12.62
23510 - Locksmith	17.69
23530 - Machinery Maintenance Mechanic	21.67
23550 - Machinist, Maintenance	18.83
23580 - Maintenance Trades Helper	13.16
23591 - Metrology Technician I	22.13
23592 - Metrology Technician II	23.21

23593 - Metrology Technician III	24.25
23640 - Millwright	27.57
23710 - Office Appliance Repairer	19.25
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	24.35
23810 - Plumber, Maintenance	22.30
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	19.54
23890 - Sheet-Metal Worker, Maintenance	19.35
23910 - Small Engine Mechanic	14.88
23931 - Telecommunications Mechanic I	24.67
23932 - Telecommunications Mechanic II	27.10
23950 - Telephone Lineman	25.74
23960 - Welder, Combination, Maintenance	19.03
23965 - Well Driller	21.29
23970 - Woodcraft Worker	21.71
23980 - Woodworker	14.36
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.67
24580 - Child Care Center Clerk	12.06
24610 - Chore Aide	10.68
24620 - Family Readiness And Support Services Coordinator	12.30
24630 - Homemaker	13.55
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	21.18
25040 - Sewage Plant Operator	19.75
25070 - Stationary Engineer	21.18
25190 - Ventilation Equipment Tender	16.01
25210 - Water Treatment Plant Operator	19.75
27000 - Protective Service Occupations	
27004 - Alarm Monitor	16.77
27007 - Baggage Inspector	13.37
27008 - Corrections Officer	19.46
27010 - Court Security Officer	19.73
27030 - Detection Dog Handler	16.60
27040 - Detention Officer	19.46
27070 - Firefighter	19.14
27101 - Guard I	13.37
27102 - Guard II	16.60
27131 - Police Officer I	21.92
27132 - Police Officer II	24.36
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.41
28042 - Carnival Equipment Repairer	12.06
28043 - Carnival Equipment Worker	9.45
28210 - Gate Attendant/Gate Tender	14.77
28310 - Lifeguard	11.34
28350 - Park Attendant (Aide)	16.52
28510 - Recreation Aide/Health Facility Attendant	12.06
28515 - Recreation Specialist	14.66
28630 - Sports Official	13.16
28690 - Swimming Pool Operator	17.64
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.74
29020 - Hatch Tender	20.74
29030 - Line Handler	20.74
29041 - Stevedore I	20.29
29042 - Stevedore II	22.63
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.71

30022 - Archeological Technician II	19.81
30023 - Archeological Technician III	24.55
30030 - Cartographic Technician	24.55
30040 - Civil Engineering Technician	25.22
30061 - Drafter/CAD Operator I	17.71
30062 - Drafter/CAD Operator II	19.81
30063 - Drafter/CAD Operator III	22.09
30064 - Drafter/CAD Operator IV	27.17
30081 - Engineering Technician I	15.12
30082 - Engineering Technician II	16.97
30083 - Engineering Technician III	21.45
30084 - Engineering Technician IV	23.52
30085 - Engineering Technician V	28.77
30086 - Engineering Technician VI	34.81
30090 - Environmental Technician	18.38
30210 - Laboratory Technician	20.17
30240 - Mathematical Technician	24.55
30361 - Paralegal/Legal Assistant I	17.37
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.34
30364 - Paralegal/Legal Assistant IV	31.86
30390 - Photo-Optics Technician	24.55
30461 - Technical Writer I	23.62
30462 - Technical Writer II	28.90
30463 - Technical Writer III	34.96
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.09
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.55
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.57
31030 - Bus Driver	15.29
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	10.25
31290 - Shuttle Bus Driver	14.57
31310 - Taxi Driver	11.16
31361 - Truckdriver, Light	14.57
31362 - Truckdriver, Medium	15.55
31363 - Truckdriver, Heavy	18.76
31364 - Truckdriver, Tractor-Trailer	18.76
99000 - Miscellaneous Occupations	
99030 - Cashier	9.22
99050 - Desk Clerk	10.61
99095 - Embalmer	28.59
99251 - Laboratory Animal Caretaker I	10.17
99252 - Laboratory Animal Caretaker II	10.81
99310 - Mortician	28.59
99410 - Pest Controller	17.70
99510 - Photofinishing Worker	15.03
99710 - Recycling Laborer	14.64
99711 - Recycling Specialist	16.68
99730 - Refuse Collector	13.69
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	11.44
99830 - Survey Party Chief	17.19
99831 - Surveying Aide	10.46
99832 - Surveying Technician	15.64
99840 - Vending Machine Attendant	13.85
99841 - Vending Machine Repairer	16.49
99842 - Vending Machine Repairer Helper	13.85

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 1 week paid vacation after 1 year of service with a contractor or successor; 2 weeks after 2 years; and 3 weeks after 10 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered

overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable

relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage